Bangalore Water Supply and Sewerage Board

Tender Document for

"Work of Providing service to de-silt sewer sub main / main lines through truck mounted high capacity suction and jetting machine with sewage water re-cycling system mounted on 25T GVW BS-IV truck chassis for a period of 6 months under EE(WWM-N)-VV Division."

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of The Executive Engineer (Waste Water Management-N-V.Valley) Nayandanahalli, Mysore road, Bangalore – 560039.

INVITATION FOR TENDER

(ONLY THROUGH E-PROCUREMENT PORTAL)

IFT No.: BWSSB /EE(WWM-N-VV)/PB/ /2024-25 Dtd:

E-Procurement Tender Notification

The Executive Engineer,(WWM-N)-VV Division, BWSSB Bangalore invites Item Wise rate E-Procurement Tenders in Two Cover System from Eligible registered Contractors of BWSSB/KPWD/KUWS & DB/KUIDFC/BBMP/BDA, etc for the **"Work of Providing service to de-silt sewer sub main / main lines through truck mounted high capacity suction and jetting machine with sewage water re-cycling system mounted on 25T GVW BS-IV truck chassis for a period of 6 months under EE(WWM-N)-VV Division."**

Amount put to Tender-Rs.61.37 Lakh.

Period of view/Download of Tender Document is from _____to _____ up to 16:00 hrs. Last Date for uploading tender documents is . The details regarding the tender may be obtained from _____ to _____ up to 16:00 hrs tender and participation in the e-Procurement process can be obtained by logging on to website **www.KPPP.gov.in**

-Sd-

Executive Engineer,

(Waste Water Management –N-VV Division),

Nayandanahalli

Mysore road

Bangalore-560039.

“Adopt rain water harvesting system and save water”

TENDER REFERENCE :	:	**BWSSB/EEWWM-N-VV/PB/ / 2024-25 Dated:**
PERIOD OF SUBMISION OF TENDER DOCUMENT :	:	
LAST DATE FOR SUBMISION OF TENDER DOCUMENT :	:	
TIME AND DATE OF OPENING OF TENDERS:	:	
PLACE OF OPENING OF TENDERS	:	Office of the Executive Engineer, WWM-N(V.Valley) Division, Nayandahalli, Mysore, Bangalore-560039.
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer, WWM-N(V.Valley) Division, Nayandahalli, Mysore, Bangalore-560039.

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SECTION- 1

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Executive Engineer, WWM N (V.Valley) Division,
BWSSB, Nayandanahalli, Mysore road, Bangalore-560 039.

SHORT TERM TENDER NOTIFICATION
INVITATION FOR TENDER

(ONLY THROUGH E- PROCUREMENT PORTAL)

http:/www.KPPP.gov.in

IFT No.: BWSSB/EEWWM-N-VV/PB/ / 2024-25 DATED:

The Executive Engineer, Waste Water Management – N-VV Division, BWSSB invites tenders from eligible tenderers registered in e-Procurement Portal with two Cover tender procedure in line with the Rule 28 of the KTPP Act. The details regarding their capability to undertake the tender and the price tender shall be uploaded in the website of the e-procurement. Technical& financial details will be opened on the date and time mentioned in ***ITT and evaluated.*** The Tenderers are advised to note the minimum qualification criteria specified in the Instructions to Tenderers to qualify for award of the contract.

The tenders are invited from registered Agencies of appropriate class as indicated against each work of BWSSB/KUWSDB/KPWD, etc. who are having adequate financial resources, past experience in similar nature of work possessing valid GST registration. The Board keeps the right of acceptance or rejection of any tender without assigning any reasons.

The Tenderers are required to pay the Earnest Money Deposit only through e-procurement portal only using any of the four modes.

- (1) Credit Card (Online Payment) (2) Direct Debit using Internet Banking (Online Payment) (3) Remittance at the Bank Counter – Challan (offline Payment) 4) NEFT (National Electronic Fund Transfer) (Offline payment) The details regarding their capability to undertake the tender (as detailed in ITT Clause 4) and the price tender shall be uploaded in the website. Technical details will be opened on the date and time mentioned in ITT clause 5 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

- Tender documents may be downloaded from www.eproc.karnataka.gov.in_website only. Interested tenderers may obtain further information at the same address.

- Additional information related to e-procurement process can be obtained through the above mentioned website or contract e-procurement helpdesk No.080-2550 1216 / 2550 1227.

- Bidders can access tender documents from www.eproc.karnataka.gov.in website only and upload the required details; those are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e-procurement.

- The Tender processing fee once paid will not be refunded.

- The last date and time for Receipt of tenders will be on _____ up to 16:00 Hrs and the date of opening of tender will be on _____ after 16:00 Hrs.

TABLE

Sl. No	Name of work	Cost of Tender Document	Approx. Amount put to tender (Lakhs)	E.M.D (In Rs.) 2%	Period of completion	Eligibility Criteria during last 5 years (2019-20, 2020-21, 2021-22,2022-23 & 2023-24)	
1	2	3	4	5	6	7	8
1)	Work of Providing service to de-silt sewer sub main / main lines	As per e-	61.37	1,23,0	6	Achieved in at least two financial years an	**Performance & Work Qualification** 1) The tenderer shall be in the business of providing Operation & Maintenance

	through truck mounted high capacity suction and jetting machine with sewage water re-cycling system mounted on 25T GVW BS-IV truck chassis for a period of 6 months under EE(WWM-N)-VV Division.	procure ment		00	months	average annual financial turnover of **Rs.61.37 Lakhs**	services of cleaning sewer / storm water drain lines with the help of Vehicle Mounted High capacity Suction cum Jetting Machine with sewage/ storm water recycling system in Govt. /Semi-Govt organizations/Corporation/ Private sectors in India for last five years of value of Rs.31.00 Lakhs. Bidder shall submit documentary proof towards the same. 2) The tenderer shall have ownership of the "Vehicle Mounted High capacity Suction and Jetting Machine with sewage/ storm water recycling system" as per this tender specifications on his own name and shall submit the vehicle ownership documents along with tender. 3) he tenderer should have executed in any one financial year, a minimum quantity of de-silting of sewer lines of 450mm and above dia sewers (Sub main/Main) of length not less than 30,000Rmt . 2) The tenderer shall demonstrate Liquid assets and/or availability of credit facilities of not less than Rs.18.42/- Lakhs. 3) Assessed available tender capacity = AxNx1.5-B > = Amount put to tender.

The Eligibility criterion for the above work is as follows:

- The Tender is based on Two Cover System.
- Contractors should have registration in BWSSB or KPWD/KUWSDB, etc.
- The Form of tender as per the pro-forma available and Bid Capacity should be duly filled and uploaded in E-procurement. Tender bid capacity and work done certificate along with requisite documents should be uploaded.
- The Successful bidder would be required to give performance bank guarantee of 5% of the contract amount plus additional security for unbalanced bid amount from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period.
- Applications / requisitions from joint venture firms are not acceptable.

- Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

(a) Achieved in at least two financial years an average annual financial turnover of **Rs.61.37 Lakh**

- For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).

- List of documents to support qualification of bidder is to be uploaded to the e-procurement website www.kppp.gov.in_

- Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 23 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.

- Other details can be seen in the tender documents.

- All taxes are included in the sanctioned estimates. Contractor has to maintain all records including photographs, Videos regarding Desilting of sewer line and Records to be submitted to the Sub division/ Division office on day to day basis/weekly/monthly/quarterly as demanded and as suggested in the format of BWSSB.

- The contractor shall have to maintain log books, shift register and attendance register of
  the staff.
- Contractor must be registered with Labour Laws Act. They shall have to act and obey as per Govt. rules and regulations

- Exact location should be identified before the start of the work and same should be intimated to Sub division officers.

- In case of any accidents or death of any working staff due to negligence of contractor during desilting of sewer, BWSSB will not be responsible in any manner.

- In any case, Laboure's of the Contractor are not allowed to work inside the machine holes and the sewers.

- Payment will be made after getting satisfactory working report from the concerned Sub- Divisional Engineer of the Board

- The necessary certificate obtaining from the concerned inspecting officers to respective division should be submitted before making the payment.

- Safety precaution should be taken properly and SOP should be approved by the department before taking up the work.

- Contractor shall be solely responsible for safety of Men, during the performance of all Desilting works. The contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon a sewer segment or other public or private property as a result of the Contractor's cleaning operations, regardless of the cleaning method used and regardless of any other circumstances which may contribute to the damage, shall be repaired by the contractor at his own expenses.

- Methodology of desilting of the work has to be submitted and same should be approved by BWSSB before the start of the work.

Further details may be had from this office during the office hours on all working days.

Corrigendum / Addendum /Modification/corrections, if any, will be published in the Website only.

Sd/-
Executive Engineer,
WWM-N(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

SECTION 2

INSTRUCTIONS TO TENDERERS (ITT)
Table of Clauses

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3. Tender capacity

B. Tender Documents

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5. Amendment of Tender documents

C. Preparation of Tenders

6. Documents comprising the Tender

7. Tender prices
8. Tender validity

9. Earnest money deposit

10. Format and signing of Tender

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11 Sealing and marking of Tenders

12 Deadline for submission of Tenders

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14 Modification and Withdrawal of Tenders

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23. Notification of award and signing of Agreement
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General

1. Scope of Tender

1.1 The Executive Engineer, Waste Water Management Division -N (V Valley), BWSSB (Referred to as Employer in these documents) invites tenders from Contractors registered in PWD/BBMP/KUWSDB/BWSSB/KPTCL and other Govt. departments, for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka. The Tenderer must be Registered in BWSSB or equivalent registration with KPWD/CPWD etc., or as detailed under IFT shall furnish valid Registration certificate.

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of Tenderer:

3.1 The tenderer as a prime contractor should have satisfactorily completed at least one similar work of De-silting of sewers of 450mm dia and above using Re-Cycler Jetting cum Suction machine or Jetting cum suction machine with Recycling system in any Organization of value not less than Rs.31.00 Lakhs.

3.1.1 The tenderer shall be in the business of providing Operation & Maintenance services of cleaning sewer / storm water drain lines with the help of Vehicle Mounted High capacity Suction cum Jetting Machine with sewage/ storm water recycling system in Govt. /Semi-Govt.organisations/Corporation/ Private sectors in India for last five years. Bidder shall submit documentary proof towards the same.

3.1.2 The tenderer shall have ownership of the “Vehicle Mounted High capacity Suction cum Jetting Machine with sewage/ storm water recycling system” as per this tender specifications on his own name/or hire agreement from the manufacturer and shall submit the supporting documents along with tender.

3.1.3 The tenderer shall demonstrate Liquid assets and/or availability of credit facilities of not less than Rs18.42/- Lakhs (Credit lines/letter of credit/certificates from Nationalised / Schedule banks in India) for meeting the fund requirement etc.,

3.1.5 Eligible Tenderers will be qualified only if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B) > Rs.61.37 lakh
where
A = Maximum value of works executed in any one year during the last five years (updated to ————— price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at ————— price level, of existing commitments and on-going works to be completed during the next.....years.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.2 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall comprise the following:

(a) The Tender (in the format indicated in Section 3).
(b) Earnest Money Deposit;
(c) Priced Bill of Quantities;
(d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 8 shall be filled in without exception.**

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 The Bidder should pay the E.M.D. and tender processing fees by the following modes through e-payment

1) Through Credit Card
2) Debit through Internet Banking
3) Over the Counter (OTC) (Axis Bank)
4) NEFT – National Electronic Fund Transfer

9.2 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for 45 days beyond the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

10. Format and signing of Tender

10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct

errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

11. Sealing and marking of tenders

11.1 The Tenderer should submit the tender through E-Tender-portal

11.2 Deleted
11.3 Deleted
11.4 Deleted

12. Deadline for submission of the Tenders

12.1 Tenders must be uploaded no later than date and time as mentioned in the IFT

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 Deleted.

14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.

14.2 Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

14.3 No Tender may be modified after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

1 4.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E.Tender opening and evaluation

15. Tender opening

15.1 The Employer will open all the Tenders received (except those withdrawn) at the Employer’s office mentioned in the earlier para on the date and time specified. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 "**WITHDRAWAL**" proposal submitted to pursuant to Clause 14 shall not be opened.

15.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons. Insert time and date; this should be the same as those given in the Invitation for Tenders not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring

additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1 Once the tenderer key in the rates in figures, in the Bill of Quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 Deleted

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

21. Award criteria

21.1 Subject to Clause 22, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price & also an Additional Security for unbalance bid amount towards guarantee for completion of the work within the stipulated period.

24.2 The Security deposit if furnished in the form of a Bank Guarantee issued by either Nationalised/Schedule Bank.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

Sd/-
Executive Engineer,
WWM-N(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- **FORM OF TENDER**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

FORM OF TENDER

[Tenderer shall down load this page, print on the letter head, fill the gaps, put the signature, scan the sheet & upload to the web site. Failing which tender will be treated as non- responsive]

Description of the Works: ***Work of Providing service to de-silt sewer sub main / main lines through truck mounted high capacity suction and jetting machine with sewage water re-cycling system mounted on 25T GVW BS-IV truck chassis for a period of 6 months under EE(WWM-N)-VV Division.***

To,

Executive Engineer,
WWM-N(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

Gentlemen,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract price as mentioned in the Bill of quantities - Section 9.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorize Signature:_____
Name & Title of Signatory:_____
Name of Tenderer:_____
Address:_____
_____

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Agency in which Registered (with Registration No.) _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of works_____ executed and payments received in the last five years 2019-20 to 2023-24

(in Rs. Lakhs)
2019-20 _____

2020-21 _____

2021-22_____

2022-23_____

2023-24 _____

1.3 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.4. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:
_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

BANKER'S CERTIFICATE

This is to certify that M/s. ..... Is a reputed company with a good financial standing. If the contract for this work, namely .....(name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank, Senior Bank Manager

Address:.....

Issue of Notice to proceed with the work

(letterhead of the Employer)

——————— (date)

To

————————————————— (name and address of the Contractor)
—————————————————
—————————————————

Dear Sirs:

Pursuant to your furnishing the requisite Security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of ——————— [16] a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

[16] Give the name of the Contract

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract. In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of: Signed, Sealed and Delivered by the said _____
_____
in the presence of:
Binding Signature of Employer
Binding Signature of Contractor
_____

SECTION 4: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body who’s Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement

(2) Letter of Acceptance, notice to proceed with the works

(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplemented by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications
6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7**.**1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from, in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1, 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 f the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the

Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 If "as built" Drawings[17] are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) The Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. **Labour :**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations:**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Conditions Work of Providing service to de-silt sewer sub main / main lines through truck mounted high capacity suction and jetting machine with sewage water re-cycling system mounted on 25T GVW BS-IV truck chassis for a period of 6 months under EE(WWM-N)-VV Division.

1. Special Conditions:

a) The unit shall be deployed, operated and maintained by the contractor with his personnel for a period of 6 months. The tenderer has to quote for one shift per day on monthly basis. If the vehicle is operated for two or three shifts, additional payment will be made at the same rate, only in case of emergencies which could be claimed/adjusted during non-working days subject to the approval of the Competent Authority. Contractor shall employ one driver cum operator and two helpers for machine. The contractor shall arrange for lubricants, tools, spares and consumables and all expenditures during the period of operation.

b) Bidder/Tenderer shall get registration certificate from Labour department, ESI & EPF department and abide all the rules and regulations in respect of Labour laws prescribed by the Government/Board.

c) Applications/requisitions from Joint venture firms are not acceptable.

d) BWSSB reserve the right to cancel or annul the entire or part of this process of invitation in any time without assigning any reason.

e) List of documents to support qualification of bidder is to be uploaded to the e-Procurement website.

f) Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the contract. Alternatives will not be considered. The attention of the bidders is drawn to the Rejection of Bids clause, which are not substantially responsive to the requirement of the bid document.

g) The bidder shall quote their rates including GST.

h) Other details can be viewed in the tender document.

2. **Scope of work:** The scope of work shall consist of Deployment along with Operation and Maintenance of above equipment including supply of all consumables and spares and engine oil, all taxes, insurance etc., shall be borne by the Contactor and shall include the following services.

a) Provide services of one driver cum operator and two helpers including technical backup as and when required.

b) Routine maintenance and servicing of machines including replacement of filters for hydraulic oil, engine oil etc as and when required.

c) Providing consumables such as lubricants, hydraulic oil, oil for gear box and filters etc.

d) Diesel will be supplied by the Board. However, log books should be maintained by the contractor and the same has to submitted along with the bills without fail.

e) All Major/minor repairs of machines including spares as per requirement has to be carried out by the firm.

f) Contractor has to maintain all records regarding operation and number of trips indicating
the time, all spares/repairs carried out.

g) Records to be submitted on day to day basis/weekly/monthly/quarterly as demanded and
as suggested in the format of BWSSB.

h) The contractor has to submit individual bills/invoices for all materials/spears procured and
used for the vehicles while submitting the monthly bills.

i) The contractor shall have to maintain log books, shift register and attendance register of
the staff.

j) The machine log dairy must be enclosed along with monthly bills to the concerned Divisional Engineer, BWSSB for payment procedure.

k) The equipments shall be operated on single shift basis of 8-hours for six days a week which shall include the time taken for moving the machines from parking place to place of work and back and moving the machine from one work area to another work area except for Sundays & National Holidays.

3. Prices:

The quoted prices are on per shift basis valid for the whole contract period and are inclusive of all consumables, minor repairs, operation cost etc.

4. Payment Terms:

Monthly bills will be paid after submission of the same by contractor & also the contractor has to submit all invoices/bills concerned with procurement and usage of the same for the vehicles duly certified by the concerned Engineer.

5. Taxes:

- All duties, taxes, and other levies payable by the contractor under the contract or for any other cause, shall be included in the rates, prices and total tender price submitted by the Tender.

  Note: All the prevailing taxes and duties on the date of submission of the tender are presumed to be considered as per the terms and conditions of the contract. Any variation in the existing rate of taxes will not be considered. However any new additional taxes or duties

imposed subsequently due to legislation will be reimbursed as per actual after submitting the necessary documents.

- Statutory recoveries and other applicable taxes will be deducted from the bills as prevailing rules followed by BWSSB Board.
- GST not applicable for this work.

6. Contract:

The contract period will be for a period of 6 months. However, the same may be renewed as per mutual agreement for further agreed period.

7. General Terms and Conditions:

- The O and M charges should include all electrical and mechanical parts repairing and replacing with minor spares.
- The Contractor should have to attend the breakdown if any at the earliest and should have to complete the work without any unavoidable delays.
- Contractor shall have to provide experienced Driver cum operator and helpers.

- Operators/Workers shall have to perform their duties for 8 hours/day as directed by BWSSB, within the jurisdiction of BWSSB area. The timings can be changed by the In-charge Engineer as per site requirements. If the machines are operated for additional hours, the payment will be given on pro-rata basis and if the working staff reports late on duty or goes, early, then deduction shall be made on pro-rata basis.
- Contractor must be registered with Labour Laws Act. They shall have to act and obey as per Govt. rules and regulations.
- In case of any accidents or death of any working staff due to negligence of contractor during operation, BWSSB will not be responsible in any manner.
- In any case, laborers of the Contractor are not allowed to work inside the machine holes and the sewers.
- The operators and workers shall be contractor’s Employees.
- The validity of the offered price should be at least 90 days from the date of submission the tender.
- Successful contractor shall have to pay 5% of order value as performance bond in the form of cash or DD or Bank Guarantee of Nationalized bank.
- Payment will be made after getting satisfactory working report from the concerned Sub-Divisional Engineer of the Board.
- Any dispute arises about the contract or any terms of contract, BWSSB shall be the Sole Arbitrator and its decision would be the final and binding on both the parties.

- BWSSB reserves the right to accept any or reject all bids without assigning any reasons thereof I have read above terms and conditions, and they are acceptable to me.
- The operation and maintenance agency will have to carry out routine check up and servicing for preventive/periodical/breakdown maintenance of all equipments and vehicle chassis (including engine and rotating parts). All the repairs and replacements (Minor) shall be from manufacturers approved agencies and skilled personnel with prior information to BWSSB and as directed by engineer in-charge.
- Cleaning of the machine holes shall consist of the removal of all grease, sand, silt, solids, rags, roots, and other debris. Method for cleaning shall be based on the condition and /or of the manhole at the time work commences, and shall comply with this specification. The term 'clean' as used in these specifications, shall be defined as the removal of sufficient materials to render the manhole to 95% of its original capacity.
- Equipment shall be used to ensure that all sand, grease and other fine materials are removed. Satisfactory precautions shall be taken to protect manhole from damage that might be inflicted by the improper use of cleaning equipment.
- Disposal of silt taken out from the sewer manhole shall be transported to a suitable location as per the decision of the department engineers and as specified.
- The Bidder/Tenderer shall maintain log books and shift registers, where in the total record of running of vehicles/equipments and man hours of working staff recorded and the same shall be got check initialed on weekly basis from the Engineer-in-charge.

- The Bidder/Tenderer shall engage the required staff for operation and maintenance of each machine. The driver cum operator for machines should be well trained and shall possess valid light motor vehicle driving license and well trained. Other workers shall be above 18 years of age, physically fit aware of the possible hazards, capable of reacting to emergency situations and able to take right decisions and should be well trained for all the activities in the manhole and sewer line cleaning, like opening and cleaning of manhole, desilting of manhole.
- The Bidder/Tenderer shall employ personnel for the Operation and Maintenance of each desilting machine as below;

  01. Driver cum operator 1 Nos
  02. Labour/Sanitary Helpers 2 Nos

- The driver and labours shall remain in touch with the Engineer in-charge of BWSSB and work is to be carried out as per his guidance and directions for running the vehicles and usage of equipments.
- Once the contract is awarded, all the labour cost will be to the Bidder/Tenderer account.
- The bidder/Tenderer shall get registration certificates from labour department, ESI and PF departments and abide by all the rules and regulations in respect of labour laws prescribed by the Government/Board.
- Lubricants/Consumables shall be provided by Contractor as and when required and the records for the same shall be maintained by the Bidder/Tenderer.

  The normal working hours of the machine will be from 8.30am to 5.30pm with 1 hour lunch break. The timings can be changed by the in-charge Engineer as per site requirements. If machine is operated for addition hours, the payment will be given on pro-rata basis and if operator reports late on duty or goes early, then deduction shall be made on pro-rata basis.
- The bidder/Tenderer has to quote for 1 shift per day on monthly basis
- Bills for operation & maintenance contract shall be raised proportionately on monthly basis and should be submitted to the board for payment by enclosing the periodical report obtaining from the respective division, with log books and shift registers.
- The necessary certificate obtaining from the concerned inspecting officers to respective division should be submitted before making the payment.
- TDS/GST and other applicable taxes will be deducted from the bills as prevailing rules followed by BWSSB.

8. COMPREHENSIVE OPERATION AND MAINTENANCE

- **PENALTY:** During the breakdown of the supplied machine the Contractor should deploy another machine within 24 hours, if not, **Rs.1000/- penalty per vehicle per day will be imposed which will be deducted from the monthly bill of the contractors.** If contractor fails to provide the Driver cum Operator, required staff as per the requirement of BWSSB, 50% penalty will be imposed over and above the operating charges for those days/shifts for which it is not provided and which will be deducted from the monthly bills of the contractor. Further in such circumstances BWSSB is at liberty to use the machines with alternate arrangement and if any damages occurs to the machines same also must be set right by the contractor for which no extra payment/claim will be reimbursed to the contractor by BWSSB and this shall be binding on the contractor.

- If any irregularities are found the work frequently, BWSSB may terminate the contract
  after giving notice.

- Insurance, FC and road and tax charges for the vehicles will be borne by BWSSB. But Insurance, EPF etc as per Labour Act for the operational staff shall be paid by the contractor and proofs submitted to the concerned engineer without fail regarding the same.

- The work force provided by the contractor shall have to be properly dressed in uniform and shoes all the time. Each person provided by the contractor shall have to display the Identity Card with photo on the uniform. All safety gadgets should be provided to the O&M staff engaged by the Contractor.

- Contractor has to arrange the salaries, wages, etc. All the liabilities and the responsibilities of driver cum operators and helpers lies with the contractor.

- The contractor shall ensure that his personnel report to works everyday at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower during national holidays and festivals if required. Claims in this regard shall be paid/compensated with non working days.

- The contractor shall be solely responsible for any consequences under law, arising out of any accident caused by his vehicles, equipments or his employees to the property or personnel of the BWSSB.

- BWSSB shall not be responsible for any claim/compensation that may arise due to damages/injury/death pilferage to the contractor's vehicle, equipments property, staff and any third party or the property under any circumstance while providing services under the contract. **As per the orders of the Hon'ble High Court of Karnataka in any case, the working staff of contractor are not allowed to enter/work inside the machine holes or sewers.**

- Force Majeure shall mean such an Event or Circumstances or combination of Events and circumstances which are beyond the reasonable control of the affected party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the contract. The force majeure will tend to have material adverse effect on the performance of such affected party.

- The contract shall stand terminated at the end of the contract period unless extended by the board in writing. In case if BWSSB finds continuous short comings in the services of the contractor, which will be treated as “Deficiency of Service” and terminate the contract with prior notice of 30 days.

- The contractor shall obtain all necessary approvals, permits and licenses to operate the said service, the board shall in no way be responsible for the loss occurring to the contractor on this account.

- The Board reserves the right to impose financial penalty not exceeding 5% of the monthly bill in a month in case the work is not found up to the mark, during the routine inspection carried out by the Board’s staff. The decision on amount of penalty within the above limit is sole discretion of the Board and shall be binding on the contractor.

- The contractor shall indemnify the board and its employees against any penalties as principal employer, for any failure of the contractor to honors various state laws/Enactments/contract Labour (R and A) Act1970 (C)/ Minimum wages act/Bonus Act/EPF and MP Act etc.

- It is not compulsory for BWSSB to enter in to the comprehensive operation and maintenance contract. The board reserves all rights in this regard and which will bound to all tenderers and whose decision will be final and legally binding on all the tenderers.

- The successful contractor should have to enter in to an Agreement with BWSSB.

- The operation and maintenance contract rate quoted by tenderer will be fixed for entire 06 months of contract period.

- During the contract period necessary infrastructure like parking potable water, drainage, electricity will be provided by BWSSB. However if any temporary storage/ repairing facility required, same will be carried out by contractor at their own cost with prior approval of concerned BWSSB authority. At the end of/ as per the direction of BWSSB even during the contract period, contractor has to vacate the place allotted to him and remove the facilities if any created by him without any delay.

- BWSSB Officers shall only show location of machine holes and direction of flow in the sewers. It is in the scope of the contractor to barricade the site with safety triangular and ribbons if necessary for avoiding any accident.

9. Safety:

- Contractor shall be solely responsible for safety of men, materials and equipments during the performance of all operation and maintenance works. The contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon a sewer segment or other public or private property as a result of the Contractor's cleaning operations, regardless of the cleaning method used and regardless of any other circumstances which may contribute to the damage, shall be repaired by the contractor at his own expenses.

- The workers of the contractor shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated. Contractor shall perform all works in accordance with the latest confined space entry regulations. Contractor shall coordinate his work with local fire, police and emergency rescue units. All precautions shall be taken by contractor to ensure that the water pressure utilized does not result in any damages or flooding to public or private property being served by the sewer segment(s) involved.

- Bidder/Tenderer shall be solely responsible for safety of men, materials and equipments during the performance of all operation and maintenance works. Bidder/Tenderer shall take satisfactory precautions' to protect the sewer manhole and appurtenance from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon a sewer manhole or other public or private property as a result of the Bidder/Tenderer's cleaning operations, regardless of the cleaning method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by the Bidder/Tenderer at his sole expense.

- Bidder/Tenderer's deployed workers shall not enter into any sewer manhole where hazardous condition exists. Bidder/Tenderer shall coordinate his accordance with the latest confined space entry regulations.

DEBRIS REMOVAL AND DISPOSAL:

- The contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid materials and debris resulting from the cleaning operations from the downstream manhole of the sewer

segment being cleaned. Passing material from one sewer segment to another sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material or debris resulting from the cleaning operations are observed and/or detected by as passing to downstream sewer segments, contractor shall be responsible for cleaning such downstream sewer segment(s) at no additional cost to the board.

- The Contractor shall be responsible for handling, hauling and disposal of all debris, silt, and accumulated solids removed from the sewers. All debris, silt and solids removed by contractor shall be disposed of at a facility licensed for the handling and disposal of such materials in accordance with all appropriate codes, rules and regulations for the handling and disposal of such materials. Under no circumstances the removed sewage or solids shall be dumped onto streets or into ditches, catch basins, storm drains, sanitary or combined sewer machine holes, or otherwise improperly disposed. If sewage is unintentionally spilled, discharged, leaked or otherwise deposited in the open environment, contractor shall be responsible for any clean up and disinfection of the affected area. Contractor shall comply with all local, state regulatory requirements regarding spills. Improper disposal of sewage or solids removed from the sewers may subject contractor to fines imposed by Board or other regulatory entities. In addition, contractor may be subject to civil and/or criminal penalties for improper disposal of removed materials under the law.

Executive Engineer,
WWM-N-(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

CONTRACT DATA

The following documents are also part of the Contract:

The Employer is : Executive Engineer,
WWM-N(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

Name of authorized Representative: : Executive Engineer,
WWM-N(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

The name of the Contract and Identification number of the contract is: "Work of Providing service to de-silt sewer sub main / main lines through truck mounted high capacity suction and jetting machine with sewage water re-cycling system mounted on 25T GVW BS-IV truck chassis for a period of 6 months under EE(WWM-N)-VV Division".

IFT No.: BWSSB /EE(WWM-N)-VV/PB/ /2024-25 Dtd:

The start date shall be the date of issue of notice to proceed with the work

The Intended Completion Date for the whole of the Works is 6 Months

The following documents also form part of the Contract:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

The Site Possession Date is as per Work Order

The Site is located at as per directions of Engineer In Charge

The liquidated damages for the whole of the works are Rs.0.1% per days 5

The maximum amount of liquidated damages for the whole of the work is ten percent of final contract price.

Sd/-
Executive Engineer,
WWM-N(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [1]Rupees_____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of -_____ [amount of guarantee][2]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

Executive Engineer,
WWM-N(V. Valley) Division,
Nayandanahalli, Mysore road
Bangalore-560 039.

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